

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

VERONICA ROBLEDO, individually and on
behalf of all others similarly situated,

Plaintiffs,

- against -

NO. 9 PARFUME LEASEHOLD and
LAURICE RAHME, individually,

Defendants.

**DECLARATION OF
ESTEFANIA ZULUAGA**

Civil Action
No. 12 Civ. 3579 (RLC)(DF)

STATE OF NEW YORK)
 : ss.:
COUNTY OF SUFFOLK)

ESTEFANIA ZULUAGA, formerly known as Estefania Rivera, hereby declares
under penalty of perjury as follows:

1. I am employed by Laurice Southampton Inc. (herein the "Bond No. 9") as the Manager of a retail store in Sag Harbor, New York (the "Sag Harbor" store) that sells fragrances under the brand name Bond No. 9. I was promoted to this position on or about June 2012; before that, I was a Sales Associate since I was hired on August 20, 2011, when I was first employed by Bond No. 9. I make this affidavit in opposition to plaintiffs' motion for conditional certification of a collective action on my own personal knowledge, except as to matters stated to be on information and belief and as to such matters I believe it to be true.

2. It is my understanding that the Sag Harbor store opened in June 2011, so I believe I have worked there just about during its entire period of existence.

3. Generally, there are only two or three employees in the Sag Harbor store at any given time – a manager and one or two Sales Associates. Occasionally there may be a third Sales Associate.

Lunch Breaks

4. Sales Associates at the Sag Harbor store, as well as the Manager, are entitled and required to take a lunch break of a full hour each day.

5. I have never worked through a lunch break, neither when I was a Sales Associate nor since I have been the Manager of the store.

6. I have never known a Sales Associate not to take her entire lunch break, and as Manager I have instructed the Sales Associates who work in my store that they are required to take their full lunch break on a daily basis.

7. All of us Managers and Sales Associates are aware that we are not paid for our lunch break time, and that we would be paid for working through a lunch break only if we got prior approval from someone at the Bond No. 9 administrative offices in New York City, but in my experience that never happened. So we are sure always to take our full lunch break.

8. I have never heard a Sales Associate in the Sag Harbor store say that she had worked through her lunch break.

9. I have never sought or been given authority to work through my lunch break. I do not know of any time when a Sales Associate at the Sag Harbor store sought or was given authority to work through her lunch break, and as Manager I have never approved and never been asked to approve a Sales Associate's working through a lunch break.

10. When there is only one person in the store, we are required to close the store for an hour when it is time for our lunch break. I know of no occasions when I or someone else has been the only person on duty when this did not happen.

Off-the-Clock Work Before or After the Store Opens and Closes

11. Generally the Sag Harbor store is open 9 hours per day and everyone who works there is scheduled for an 8-hour shift, although since we are a seasonal store, sometimes the store is open longer in the summer and for fewer hours in the off-season. We are expected to start work when the store opens and stop work when it closes. We are required to call in to the Bond No. 9 headquarters to report the time we start working in the morning, as well as the time when we stop working at the end of the day. In addition, since May 2012, we call in at the beginning and end of our lunch breaks. I am aware that an hour is deducted from the total amount of time between call-in and call-out for our lunch breaks.

12. Sometimes a Sales Associate or the Manager arrives early in the morning, before the store is scheduled to open, and generally the person who opens the store (usually the Manager) arrives a few minutes before the scheduled store opening time, rarely more than 5 or 10 minutes early. However, no one is required to do, or does, any work in the store until it opens because there is nothing that has to be done. Everything that needs to be done to get the store ready at the beginning of the day is done the day before, prior to closing.

13. There are an number of store maintenance chores that have to be done on a daily basis, such as restocking inventory, taking care of inventory, clerical duties, and making sure the store is clean. These chores are scheduled to be done,

and are done, during regular store hours when customer traffic is slow. They are not done before the store opens, and they cannot be done after the store closes.

14. At the end of the day, when the store closes and the doors are about to be locked, the person closing the store notifies the security company, which then turns the store's alarm system on 60 seconds after the security company is notified that the doors are being locked.

15. For this reason, I believe it is fair to say that generally, no one works after the store is scheduled to close, and certainly not after the doors are locked.

16. Sometimes, on the rare occasion when a customer transaction is not done before closing time, we will keep the store open until the transaction is done. However, this does not result in a delay of more than 5 minutes except on the rarest of occasions.

17. When there is work to be done in the store after the store closes, such as maintenance work by outsiders, and if the Manager or a Sales Associate stays in the store to oversee the work, it is always with advance approval, and she is paid for the extra time, which is recorded when she calls out at the end of the night when the work is finished.

18. I am sure that Sales Associate at the Sag Harbor store has never worked through a lunch break, before the store opened, or after the store closed without being paid for all the time she or he worked.

Dated: October 13, 2013



Estefania Zuluaga